

Hazen Public School District

Master Teaching Agreement
2017-2019

Hazen School Board

and

Hazen Education Association

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INTRODUCTION

The School Board of the Hazen Public School system and the Hazen Education Association do hereby agree that the welfare of the children of the Hazen Public School system is paramount in the operation of the schools and will be promoted by both parties.

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the board and the professional teaching personnel. Free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the determination of matters of mutual concern.

Teaching is a profession requiring specialized qualifications, and the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are satisfied with the conditions under which their services are rendered.

The salary schedules and policy statements, attached hereto in the form of Articles, are made part of this agreement and shall be negotiated in conformance with the dates listed for all certified teaching personnel of the Hazen School District.

The provisions of each Article attached hereto shall be effective as of July 1, 2017, and shall continue in full force and effect until June 30, 2019. Each party may modify or terminate the agreement on its anniversary date by giving written notice of its desire to modify or terminate to the other party not less than sixty (60) days prior to the anniversary date. The school board and the association will negotiate with regard to all matters of common concern. If neither party calls for negotiations, the agreement will automatically renew itself for another year.

The parties may appoint ad hoc committees to research, study, and develop projects, programs, reports, and to make recommendations on matters under consideration. The committee shall report its findings to the parties.

The board and the superintendent agree to furnish the association negotiation committee, upon reasonable request, information concerning financial resources of the district. Such information will include preliminary budgetary proposals, requirements, allocations, and other such information as will assist the association in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students, and the educational program.

ARTICLE I CONTRACT AGREEMENT

The teachers of the Hazen School District #3 will be offered the actual contract, and this contract may be held by the teacher for fifteen (15) days. No contracts will be issued prior to April 1. The contract will contain the salary of the teacher and the nature of employment. Extra duty assignments will be distributed as equally as possible. The teacher's contract will state academic assignments and any extra-curricular assignments the teacher will be responsible for in that given year. In the elementary grades, the contract will state to which grade the teacher will be assigned for the given year. The principal may make changes in the event of curriculum changes, personnel turnover, and scheduling conflicts. Efforts will be made to consult with the affected teacher about schedule changes.

Upon conclusion of the negotiation process and after both parties have come to a general agreement about the contents of the master contract, the board president and/or an appointee and the association president and/or an appointee shall meet for the purpose of verifying the master contract for accuracy and completeness. This process is to be completed within 72 hours from the conclusion of the negotiation process.

When agreement is reached, the contract will be reduced to writing and when approved by the association and the board, will be signed by the parties and becomes part of the official minutes of the board. The agreement shall constitute a modification of the articles of this agreement, and when necessary, provisions in the agreement shall be reflected in the individual contracts. The parties will meet prior to the first negotiations meeting to set the ground rules for negotiations. The agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the association.

A ratified master contract will be provided to each teacher no later than one week after individual contracts are mailed.

If any portion of this agreement is declared illegal by court action, such decision shall not affect the validity of the remaining portions of the agreement.

ARTICLE II IMPASSE PROCEDURE

If any impasse is declared during negotiations, the matter will be submitted to a local advisory board within thirty (30) days after the request of either party to the other. The board will name one advisor and the association will name the other. A third member, who shall be the chairman, shall be named by the first two named members. Costs and expenses, which may be incurred in securing and utilizing the services of any individual or advisory board, shall be shared equally by the board and the association.

The advisory board shall report recommendations for settlement within fifteen (15) days. The recommendations shall be submitted to both parties and shall be made public.

ARTICLE III GRIEVANCE PROCEDURE

3.1 Definition of a Grievance

A. A grievance shall be a written complaint by an employee or group of employees for whom the association is the bargaining agent, or by an authorized association representative with respect to the interpretation or application of any or the provisions of any collective bargaining agreement between the parties or the agreement or any written complaint regarding matters properly the subject of collective bargaining. A grievance may also be a written complaint by an employee or group of employees stating that they have in any manner been treated unfairly by the Hazen School District, and that settlement efforts between employees and their immediate supervisors have failed.

B. Once a grievance has been presented by the association to the Hazen School District, representatives of the Hazen School District shall not discuss or attempt to adjust the grievance with the aggrieved employee or group of employees without affording the appropriate association representative an opportunity to be present.

C. The purpose of this procedure is to secure at the lowest level possible administrative level, equitable solution to grievances, which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

3.2 Grievance Steps

Level One: A grievance shall be first discussed with the principal or immediate supervisor of an employee as may be appropriate with the intent of resolving the matter informally. However, before an aggrieved employee can move to Level Two, he/she must first submit to the principal or immediate supervisor a written statement on the grievance. The principal or immediate supervisor shall have a period of not less than three (3) working days during which to hold a conference with the grievant. Following the conference, but not later than seven (7) working days from the date of the filing of the grievance, the principal or the immediate supervisor shall tender a written response to the grievant.

Level Two: If the grievance is not satisfactorily resolved at Level One within seven (7) working days after the grievant filed a written grievance, the grievant may submit the written grievance to the office of the superintendent. The superintendent or designee shall schedule and hold a conference relative to such grievance within three (3) working days of receipt of such grievance. Within ten

(10) working days of such meeting, the superintendent or designee shall communicate in writing a decision to the grievant.

Level Three: If the grievance is not satisfactorily resolved at Level Two within ten (10) working days after the grievance was filed at Level Two, the grievant may submit the written grievance to the Hazen School Board. Within fifteen (15) working days after the next board meeting, the board shall communicate in writing to the grievant.

Level Four: If the grievance is not satisfactorily resolved at Level Three, within thirty (30) days after the written communication from the board, the grievant may resubmit the grievance to the association and request submission to a local advisory board within thirty (30) days. The board will name one advisor and the association will name the other. The third member, who shall be the chairman, shall be named by the first two named members. Costs and expenses, which may be incurred in securing and utilizing the services of any individual or advisory board, shall be shared equally by the board and the association. The advisory board shall report recommendations for settlement within fifteen (15) days. The recommendations shall be submitted to both parties and shall be made public.

ARTICLE IV TEACHER HOURS AND CONDITIONS OF EMPLOYMENT

4.1 SCHOOL HOURS

The school hours that must be observed by the faculty will be from 8:00 a.m. until 3:30 p.m. The faculty will honor those exceptions to the school day which include staffings, supervision or helping students, inservice, and parent conferences. The work day will be considered eight hours, including personal preparation time used at the teacher's discretion. The administration should honor any reasonable request of a teacher to leave at the end of the day upon completion of classes.

4.2 CLASS LOAD

It shall be the policy of the school board and the administration to comply with regulation as closely as possible as set forth by the Department of Public Instruction as to the size and number of classes assigned to any teacher. If the size and number of classes assigned to any teacher becomes too great, the following procedure will be followed:

A. Secondary and Middle Level/Junior High School

Grades 6-12: 30 students

Class size is recommended to be 25 students

It is recommended that science and vocational education classes shall not exceed the capacity of the learning stations provided.

Instrumental and vocal music classes are exempt from the class size standard.

If class size exceeds 25 students by 5 or more, consideration will be given to dividing the class.

B. Elementary

Maximum Classroom Enrollment

One Grade Level per Teacher

Grades K-3: 25 students

Class size is recommended to be 20 students

If class size exceeds 20 students by 2-4 students, consideration will be given to employing a paraprofessional. If class size exceeds recommended maximums by 5 or more, consideration will be given to dividing the class.

Grades 4-8: 30 students

Class size is recommended to be 25 students

If class size exceeds 25 students by 2-4 students, consideration will be given to employing a paraprofessional. If class size exceeds recommended maximums by 5 or more, consideration will be given to dividing the class.

4.3 SAFETY STANDARDS

The Hazen Public School District will pay any fines incurred by employees as a result of violations of State or Federal Safety Standards.

4.4 FACULTY LOUNGE

The faculty will have a student-free faculty lounge in each school building. Coffee will be provided.

4.5 USE OF PERSONAL VEHICLE

If a district owned vehicle is not available, teachers using their own vehicle for school business will be paid mileage as set by the State Department of North Dakota for the current school year, with prior approval from the superintendent. Teachers have the right to refuse to use their own vehicle for school business.

ARTICLE V TUITION REIMBURSEMENT

5.1 Reimbursement may be received on tuition and registration for undergraduate or graduate hours in the teacher's major or minor field or by administrative request. Prior approval from the building principal regarding the course will take place prior to enrollment. Reimbursement will be the actual credit hour cost plus registration or as follows, whichever is the lowest. The total amount budgeted for this item will be \$8,000.00.

\$100.00	Per Semester Hour, Undergraduate Credit plus registration
\$160.00	Per Semester Hour, Graduate Credit plus registration

Maximum reimbursement per individual is limited to \$1,440 per fiscal year.

5.2 Teaching staff will be reimbursed for the Praxis test if testing was requested by the district administration.

ARTICLE VI TEACHER LEAVE POLICIES AND REIMBURSEMENTS

6.1 EMERGENCY LEAVE

Up to five days of emergency leave may be granted at the discretion of the superintendent.

Emergency leave includes leave for, but not limited to:

1. Death of an immediate family member. Immediate family is defined as father, father-in-law, mother, mother-in-law, spouse, sibling, brother-in-law, sister-in-law, child, grandparent, or grandchild.
2. Immediate family accidents or life-threatening illness of an immediate family member.
3. Situations that would require immediate attention in order to prevent a major loss of an employee's personal property.

If the total emergency days are beyond five, the leave may be reviewed by the board. It is recommended that the superintendent take into consideration that emergencies can exist in situations other than sickness or death.

6.2 PERSONAL LEAVE

Three days personal leave shall be given annually to be used at the discretion of the individual upon written notification to the building principal or administrator in charge before the close of the preceding day. Approval will be dependent upon the ability to secure ample substitute teachers to cover all of the requested absences.

Once all personal leave is used, a teacher will have the option of trading three (3) days of accumulated sick leave for one (1) personal day each year. The teacher must have a minimum of 40 days of sick leave banked at the beginning of the school year in order to be eligible for this option.

Personal leave days shall accumulate at a rate of three days per year, accumulating to five days.

A contracted teacher will be paid for unused personal days after the five days have been accumulated. The rate of pay will be the same as substitute pay per unused day. Payment will be made at the end of the teacher's contract period.

6.3 PROFESSIONAL LEAVE

Professional leave days with pay may be granted for attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences. Visitations to other schools or educational institutions for the purpose of observing instructional techniques or other instructionally-oriented programs may be considered as professional leave. A request for professional leave will require prior approval by the building principal.

6.4 SICK LEAVE

Ten days personal sick leave shall be granted annually, accumulating to 120 days. Six (6) days per year of the ten days sick leave may be used for "family illness." "Family" is defined as immediate family, including only spouse, children and parents. The board may extend additional days in any case.

All teachers will receive \$25 (maximum of \$250) for each day of unused sick leave at the end of each fiscal year. Part-time staff and partial days will be prorated accordingly. This annual payout will not decrease their accumulated sick leave total.

Upon leaving the Hazen School system a teacher will be paid \$40.00 for each day of accumulated sick leave that remains. Pay for partial years of service will be prorated according to service performed.

6.5 LEAVE OF ABSENCE

Leave of absence shall be considered by the board in each case when asked for by an individual teacher.

6.6 BEREAVEMENT LEAVE

Teachers may use up to one day of sick leave annually for non-emergency funeral leave.

ARTICLE VII FRINGE BENEFITS

All health, dental, and HSA benefits listed in this section are for a full time (1.0 FTE) positions and all part-time positions will be prorated according to the contract FTE.

7.1 DENTAL INSURANCE

The Hazen School Board agrees to pay the amount equal to 75% of a single dental policy of the board's choosing. Teachers may elect to add their own money to the premium for additional benefits.

7.2 HOSPITALIZATION INSURANCE

The board agrees to pay 90% of the premium for a high deductible health insurance policy. The benefit will apply to one policy only. Couples employed with a family insurance policy will receive the 90% benefit toward their policy. In addition, each teacher enrolled as a policy holder will receive a district contribution to a personal Health Savings Account (HSA) according to the level of enrollment and distribution schedule as follows:

Family Plan:	\$2,600.00
Single plus dependents:	\$1,950.00
Single:	\$1,300.00

Deposits to health savings accounts will be made annually on the first business day of October. No adjustments to the HSA employer contribution will be made for policy election changes made at any time other than the anniversary date of the insurance plan.

The association and board will mutually agree to the choice of carrier and coverage purchased.

Those not taking the health insurance benefit will receive a \$2,600 cash option which will be distributed as an employee contribution in accordance with the district's 403(b) and Section 125 (Flexible Spending) Plans.

Teachers participating in either the Health Savings Account (HSA) and/or the Flexible Spending Accounts (FSA) will be responsible for 36% of the administrative cost of each program.

7.3 INCOME DISABILITY INSURANCE

The School Board agrees to pay for each employee working full time \$300 or the full premium, whichever is less, for an income disability insurance policy.

7.4 NOON DUTY REIMBURSEMENT

Free lunch or cash equal to the value of an adult meal will be provided for any contracted teacher who is assigned lunchroom supervision, hall duty, or playground duty when the assignment occurs during the normal duty free 30 minute lunch period. Compensation is to be paid annually at the end of the school term.

ARTICLE VIII COMMITTEES

8.1 SCHOOL CALENDAR

The superintendent shall call in two teachers, named by the association, to gather input and recommendations as to the school year.

8.2 REDUCTION IN FORCE

Reduction in Force Policy will not change without teacher input.

8.3 CURRICULUM AND INSTRUCTION

A curriculum committee, made up of the superintendent, the building principals, and three teacher representatives, one from the secondary, one from the middle school, and one from the elementary, may be established to evaluate curriculum and to make suggestions for adding and deleting courses.

ARTICLE IX CO-CURRICULAR ASSIGNMENTS AND REIMBURSEMENTS

BASE – Level H - \$285, Level 1- \$235, Level 2 - \$190, Level 3-\$170

Vertical Increment - \$5.

Horizontal Inc. \$20 - \$50.

Experience	Level 3	Level 2	Level 1	Level H
0	\$170	\$190	\$235	\$285
1	\$175	\$195	\$240	\$290
2	\$180	\$200	\$245	\$295
3	\$185	\$205	\$250	\$300
4	\$190	\$210	\$255	\$305
5	\$195	\$215	\$260	\$310
6	\$200	\$220	\$265	\$315
7	\$205	\$225	\$270	\$320
8	\$210	\$230	\$275	\$325
9	\$215	\$235	\$280	\$330
10	\$220	\$240	\$285	\$335
11	\$225	\$245	\$290	\$340
12	\$230	\$250	\$295	\$345
13	\$235	\$255	\$300	\$350
14	\$240	\$260	\$305	\$355
15	\$245	\$265	\$310	\$360
16	\$250	\$270	\$315	\$365
17	\$255	\$275	\$320	\$370
18	\$260	\$280	\$325	\$375
19	\$265	\$285	\$330	\$380
20	\$270	\$290	\$335	\$385

Head coaches for Football, Boys & Girls Basketball, Boys & Girls Track, Boys & Girls Golf, Wrestling, Cross County, & Volleyball shall be paid on Level H salary schedule.

Level 1 activities shall be Vocal and Instrumental Music, Drama, Speech, Dance & Drill, and Jazz Band.

Assistant coaches shall be paid on Level 2 salary schedule. Junior High coaches shall be paid on Level 3 salary schedule.

The length of athletic seasons shall be established administratively (Activities Director and Superintendent) not to exceed North Dakota High School Activities Association established seasons. Athletic/Activity coaching positions will be filled based on need as established on the recommendation of the administration (Activities Director and Superintendent). Criteria to establish "need" shall be, but is not limited to, number of participants, degree of physical risk, and level of competition.

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ATHLETICS	Level	DRAMA	Level	MUSIC-*** INSTRUMENTAL	Level	MUSIC-*** VOCAL	Level
Head*	H	One Act Head* (4 weeks)	1	Pep Band (3 weeks)	1	High School (8 weeks)	1
Asst.*	2	One Act Asst.* (3 weeks)	2	High School (11 weeks)	1	Middle School (4 weeks)	1
Jr. Hi.	3	Drama Production Head (8 weeks)	1	Middle School (4 weeks)	1	Children's Choir (2 weeks)	1
		Drama Production Asst. (6 weeks)	2	Elementary (1 week)	1	Elementary (1 week)	1
				Jazz Band (4 weeks)	1		
SPEECH	Level	ACTIVITY DIRECTOR	Level				
Head* (11 weeks)	1	Director (39.25 weeks)	H				
Asst.* (9 weeks)	1						

* Not including playoff games, regional or state competitions. Additional weeks are paid at the same basic weekly rate for that coach.

*** Not including summer activities. Additional weeks are paid at the same basic weekly rate for that coach.

Pay head coaches/advisors \$50.00 if they choose to attend a state event, when a student/team does not participate in their state event.

Payments shall be made upon conclusion of the activity and approval of the administration.

When the Drama Department puts on a musical production, an extra week will be provided for the head and assistant. Arrangements will be made in advance for accompanist and assistant. Due to the difficulty in predicting the number and talents of students, and thus, the number of acts and appropriate plays for an upcoming year, the Drama Department will make arrangements with the administration in advance of each production as to the number of acts, type of play, and the number of assistants needed.

Grade 12 Class Advisors, \$150 per school year.

Semi-annual payments will be made for year-long activities.

If students qualify, advisors may attend National Conventions during the summer with the approval of the administration, and will receive two additional weeks of co-curricular pay.

****Technology Coordinators pay is based on ½ the extra-curricular schedule pay per week.

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ACALYMPICS	Level	ANNUAL	Level	CHEERLEADER	Level	CONCESSIONS MANAGER	Level
Senior High (1 week)	3	Head (7 weeks)	2	Head (3 weeks)	3	Manager 1 (8 weeks)	3
Junior High (1 week)	3	Asst. (5 weeks)	3	Asst. (1 weeks)	3	Manager 2 (8 weeks)	3
						Manager 3 (8 weeks)	3
DANCE & DRILL	Level	FBLA	Level	FCCLA	Level	FFA	Level
Head (9 weeks)	1	Head (10 weeks)	2	Head (10 weeks)	2	Head (14 weeks)	2
		Asst. (2 weeks)	3	Asst. (5 weeks)	3	Asst. (4 weeks)	3
HONOR SOCIETY	Level	JUNIOR CLASS	Level	PEP CLUB	Level	HIGH SCHOOL ROBOTICS	Level
Head (2 weeks)	2	Head-(2) (3 weeks)	3	Head (2 weeks)	3	Head (6 weeks)	3
		Asst. (4 weeks)	3				
SCIENCE OLYMPIAD	Level	STUDENT CONGRESS	Level	STUDENT COUNCIL	Level	TECHNOLOGY COORD.-****	Level
Head (6 weeks)	3	Head (2 weeks)	2	High School (6 weeks)	2	Head (36 weeks)	1
Asst. (5 weeks)	3	Asst. (1 week)	2	Junior High (3 weeks)	3	Asst. (s) (36 weeks)	2

Bus Driver Pay:

(School Bus)

0-99 miles (round trip) \$30.00 per trip

100-200 miles (round trip) \$60.00 per trip

Over 200 miles (round trip) – an additional \$.10 per mile

(School Vehicle)

0-99 miles (round trip) \$10.00 per trip

100-200 miles (round trip) \$20.00 per trip

Over 200 miles (round trip) – an additional \$.05 per mile

ARTICLE X SUMMER SCHOOL PAY

The summer school pay schedule shall be \$27.50 per hour with paid prep time of 15 minutes per each hour of teaching time for all classes.

ARTICLE XI TEACHER COMPENSATION

11.1 SALARY SCHEDULE

A. The base salary for 2017-18 is \$37,300, an increase of \$640 from the previous year. The base salary will increase an additional \$745 for 2018-19, resulting in a base salary of \$38,045. The following schedule will be followed for educational advancement:

Fiscal Year 2017-2018		
Base		With Employee TFFR Benefit
BS	\$37,300	\$42,266
BS + 16	\$38,200	\$43,286
BS + 24	\$38,750	\$43,909
BS + 32	\$39,300	\$44,533
BS + 40	\$39,850	\$45,156
MA	\$40,400	\$45,779
MA + 8	\$40,950	\$46,402
MA + 16	\$41,500	\$47,025

Fiscal Year 2018-2019		
Base		With Employee TFFR Benefit
BS	\$38,045	\$43,110
BS + 16	\$38,945	\$44,130
BS + 24	\$39,495	\$44,753
BS + 32	\$40,045	\$45,376
BS + 40	\$40,595	\$46,000
MA	\$41,145	\$46,623
MA + 8	\$41,695	\$47,246
MA + 16	\$42,245	\$47,869

B. The salary increase is for teachers employed by the district for 183 contracted days.

C. The district shall provide each previously contracted teacher a 1.75% increase for the 2017-18 school year and an additional 2.00% for the 2018-19 school year. Each part-time teacher will receive the proportional amount.

D. A newly hired teacher will receive the minimum salary amount. They will be placed at the correct lane for education and receive \$425 for each year of teaching experience up to a maximum of 15 years.

(example: In 2017-18 a new teacher with 15 years of experience and with credits of BS+32 salary would be \$39,300+ (15 years x \$425) = \$45,675.)

E. Ninety days or less of previous experience in another system shall be counted as no year. Ninety-one days or more shall be counted as one year.

F. All negotiated salary increases will be across the board increases.

G. All individual contracts must be in compliance with the master contract. If any discrepancies occur, the master contract will supersede the individual contract.

H. Should an additional stipend professional development day be scheduled on the Master Calendar, it will be paid at a rate based on a prorated daily salary basis.

I. All returning staff shall receive a \$425 annual experience increment in addition to any raise that is applied to the base salary.

11 .2 TEACHER'S FUND FOR RETIREMENT (TFFR)

Hazen Public School will pay 11.75% of contracted salary for the member assessment of TFFR, using Model 2.

11.3 CREDIT

If an employee completes the necessary semester credits for advancements to a higher educational level, he/she will be issued a new contract to reflect the higher increment. Placement will be determined by credit and degrees earned on October 30 of each contract year. An employee who advances from BS to BS+16 will receive a \$900 salary increase. All remaining educational advancement levels will receive a \$550 salary increase per level.

11.4 EXTENDED CONTRACT

Those teachers who have contracts with terms longer than nine months will have their salaries adjusted proportionately.

11.5 PAY PERIOD

Teachers may choose to be paid on a nine or twelve month pay period. Teachers will be paid on the 15th and on the last day of the month. If the 15th or last day of the month falls on a weekend or bank holiday, teachers will be paid on the last business day immediately prior to the 15th or the last day of the month.

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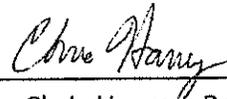
Approved by:

BOARD OF EDUCATION OF THE HAZEN
PUBLIC SCHOOL DISTRICT

By: 
Sonya Hansana, President

Date: 4-26-17

HAZEN EDUCATION ASSOCIATION

By: 
Chris Harvey, President

Date: 4-26-17